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AGREEMENT

Between The

SUPERINTENDENT OF SCHOOLS

Of The

**MAINE-ENDWELL CENTRAL
SCHOOL DISTRICT**

And The

**MAINE-ENDWELL TEACHERS'
ASSOCIATION
META**



July 1, 2013 through June 30, 2016

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PREAMBLE

To enable the professional employees represented by the Maine-Endwell Teachers' Association to practice in and contribute to the development of local policies as set forth in the provisions of this contract, it is hereby agreed:

<h2>CONTRACT DEFINITIONS AND PROCEDURES</h2>

ARTICLE I - DURATION

This Agreement shall be effective from July 1, 2013 and shall continue in effect through June 30, 2016.

ARTICLE II - RECOGNITION

- A. The District recognizes the Association as the exclusive bargaining agent for the teacher's unit of the Maine-Endwell Central School District. Any challenges to such recognition shall be in accordance with the Public Employees Fair Employment Act and the rules of the Public Employment Relations Board.
- B. The District agrees not to negotiate with any employee, group or organization other than the Association in regard to wages, hours and terms or conditions of employment of employees in the unit represented by the Association.

ARTICLE III - DEFINITIONS

These definitions are for the development and interpretation of this contract only.

- A. **Administration** - The Superintendent of Schools, Assistant Superintendent, Directors, Principals, Assistant Principals, and Coordinators.
- B. **Association** - The Maine-Endwell Teachers' Association.
- C. **Board** - The Board of Education of Maine-Endwell Central School District.
- D. **PERB** - The Public Employment Relations Board.

- E. *Chief Executive Officer* – The Superintendent of Schools of the Maine-Endwell Central School District, sometimes also referred to as Superintendent and Chief Administrative Officer.
- F. *Negotiating Unit* – The group of employees of the Maine-Endwell Central School District represented by the “Association” and consisting of all classroom teachers including: art, music, physical education, library, as well as guidance counselors, special education teachers, speech therapists, reading teachers, school social workers, school psychologists, nurses, occupational therapists, physical therapists, occupational therapist assistants, long-term substitutes and teaching assistants. A long-term substitute is defined as a substitute teacher who is employed in place of a regular appointed teacher who is absent for a semester or more due to a leave of absence.
- G. *Teacher* – Unless otherwise indicated, employees in this unit will hereinafter be referred to as teachers.

ARTICLE IV – NEGOTIATING PROCEDURES

A. TIME AND SCOPE

Within fifteen (15) school days of a written request from either party, a mutually acceptable date shall be set for a meeting to open negotiations for a successor Agreement. Such request shall be made no earlier than December 1 nor later than March 1 of the year immediately preceding the expiration of the contract.

B. ACCESS TO DATA

It is agreed that both parties exchange upon request, and in a timely fashion, statistics and records relevant to negotiations or necessary for the proper administration of the Agreement. Requests for information, other than negotiations and contract administration, will be processed by following the District/State procedures and regulations on “Access to Public Records.” No information of a personal nature which could be considered an invasion of privacy will be released without the written consent of the employee.

C. NATURE AND USE OF IMPASSE

In the event of an impasse, the parties agree to follow and to be governed by the procedure set forth in Article XIV of the Civil Service Law as amended by the 1969 Legislative Session or any ensuing session.

ARTICLE V - STATUTORY NOTICE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE VI - ZIPPER CLAUSE

This Agreement constitutes the full and complete commitment between both parties with respect to items negotiated.

EMPLOYMENT PRACTICES

ARTICLE VII - VACANCIES

A. NOTIFICATION OF POSITION OPENINGS

All administrative, teacher and teaching assistant openings of one (1) semester or more in length, shall be sent to each senior building representative for posting with an application deadline of two (2) weeks hence which may be waived or shortened by written mutual consent of the Association and the District. An appointment shall not be made until after the application deadline. Applications shall be made by letter to the Personnel Administrator. Vacancies occurring during the summer vacation shall be posted in the District Office and a copy of the posting shall be sent to the Association President and all unit teachers who have previously filed an application for a similar position within the last school year. Vacancy notifications may be waived by written mutual consent of the Association and the District.

Part-time teachers presently on staff, who apply for a vacant teaching position for which they are certified, shall be invited to interview for such a vacancy. The District shall be under no obligation to offer the position to the employee.

B. NOTIFICATION OF EMPLOYMENT

No later than September 1 of each school year, the Superintendent shall deliver, on request, to the Association a schedule showing the names of all teachers who

have been hired, reassigned, transferred or promoted. Said list will include the names, addresses, salary at which the employee was hired and the basis on which that salary was determined for every new teacher hired in the school system. Information regarding the basis upon which the new employee's (those hired on or after July 1, 2008) salary was determined will also be placed in the employee's personnel file.

C. APPOINTMENT PROCEDURES FOR APPENDIX B EMPLOYEES

All Appendix B positions shall be advertised in accordance with Article VII A. - Notification of Position Openings.

Head Coaching appointments shall be made in accordance with the following schedule:

- Fall Sports - March
- Winter Sports - July
- Spring Sports - November

All other Appendix B appointments shall be made in accordance with the following schedule:

- Fall Sports, Fall and Full Year Activities - May
- Winter Sports and Activities - September
- Spring Sports and Activities - January

All appointments shall be contingent on budgetary considerations. These shall be considered as guidelines to appropriate deadlines for the above appointments.

All appointees shall return a signed copy of the Appendix B Salary Agreement within two (2) weeks of the appointment (non-return or return of an unsigned copy will automatically indicate that the appointee is not interested in the position).

Appointees shall be paid in accordance with the following schedule upon certification by the District that all requirements of the position have been fulfilled:

- Fall Sports - November
- Winter Sports - March
- Spring Sports - June

ARTICLE VIII – ASSIGNMENTS

A. YEAR-END SCHEDULING FOR EK-8 TEACHERS

EK-8 teachers will be free from classroom instruction for a minimum of one and one-half (1.5) days. This time will be used for year-end reports and/or conferences. The actual scheduling of these days shall be mutually agreed to among the parties.

B. MID-YEAR SCHEDULING AT SENIOR HIGH SCHOOL

For two (2) days during January exam week at the High School, teachers not proctoring Regents or State Competency Tests will be free to do clerical work within the school.

C. NOTICE OF ASSIGNMENT

The District shall notify all returning teachers of their tentative teaching assignments on or before June 15. Notification shall include:

1. School(s) assigned
2. Grade(s) and/or subject assigned
3. Number of classes assigned

Teachers shall receive immediate verbal and written notification from their supervisor of any changes in their tentative assignment taking place after June 15.

D. AREA OF ASSIGNMENTS

Teachers will not be assigned outside the scope of their teaching certification(s), except temporarily or for good cause or as provided in Appendix D.

E. SUBSTITUTING

The District shall obtain substitute teachers when available for both regular classroom and elementary level positions.

But if,

1. A substitute is not available, or
2. The notice of absence by a teacher is given at such time that the obtaining of a substitute would be impossible, or

3. It is determined by the District that a substitute is not necessary,

Then, the District need not provide substitute coverage.

However, teachers shall not be required to perform substitute duties during their scheduled planning period except in an emergency.

F. PREPARATION TIME

Each teacher will be provided the minimum duty-free time, exclusive of lunch time, and time before or after the student day:

1. Elementary

a. Non-Departmentalized

Preparation time will be assigned when the teacher's class is attending music, art, physical education or library. A minimum of forty (40) minutes per day or two hundred (200) minutes per week will be provided within the normal teaching day.

b. Departmentalized

The average amount of time granted to non-departmentalized elementary teachers.

c. Specials

The average amount of time granted to non-departmentalized elementary teachers.

d. Thirty-nine (39) minutes for lunch.

2. Secondary

a. Academic - One (1) period per day.

b. Specials - Equivalent of academic secondary teachers.

G. TEACHER ASSIGNMENTS

Definition - The normal teaching day shall be seven and one-half (7.5) hours as assigned by the District, except on Fridays and the day preceding a day when students and teachers will not be in attendance, in which event the teachers' day may terminate when all pupils are dismissed.

Elementary art and music teachers may be assigned up to two hundred seventy (270) minutes of instruction/supervision per day.

Teaching assignments for academic secondary teachers will normally be a maximum of five (5) teaching periods plus one (1) academic intervention service period, or plus one (1) laboratory period or plus one (1) supervisory period. However, a teacher may volunteer to teach a sixth period by signing an agreement to do so.

Secondary art, home economics, technology, music, reading and special education may be assigned the equivalent amount of time equal to six (6) regular academic periods per day.

Physical education teachers may be assigned the equivalent amount of time equal to six (6) regular academic periods at the secondary level or two hundred seventy (270) minutes at the elementary level.

Intramurals assigned outside the teacher day shall be paid according to Appendix B.

Homeroom and time spent before or after the student day shall not be considered as an instructional or supervisory period.

ARTICLE IX - TRANSFERS

A. DEFINITIONS

1. *Reassignment* - Movement within a building but remaining in the same tenure area.
2. *Transfer* - Movement from building to building and/or from one tenure area to another.

B. VOLUNTARY REASSIGNMENT/TRANSFER

Teachers desiring a reassignment or transfer shall file a written request to the Personnel Administrator with a copy to the teacher's building principal(s). Requests for the following school year will be submitted no later than February 1. Requests of individual teachers for reassignments or transfers will be honored to the extent that they do not conflict with the instructional requirements and best interest of the District.

C. INVOLUNTARY REASSIGNMENT/TRANSFER

No teacher shall be involuntarily transferred outside of his/her tenure area(s). Involuntary reassignments and transfers shall be made only after:

1. A meeting has been held by the District with the teacher involved and an Association representative (if requested by the teacher) to discuss the reassignment/transfer.
2. The following factors have been considered by the District prior to reassignment/transfer:
 - a. Instructional requirements
 - b. Certification

ARTICLE X - OBSERVATION/EVALUATION & RECORDS

A. PERSONNEL AND PROCEDURES

1. Personnel

Only certified administrators and administrative interns of the Maine-Endwell School District shall be authorized to formally observe teachers.

Only certified administrators of the Maine-Endwell School District shall be authorized to formally evaluate teachers.

2. Secret Monitoring

All monitoring or observation of the work performance of the teacher, to be used as part of the evaluation process, shall be conducted openly and with the full knowledge of the teacher.

3. Outside Activities

The private personal life of a teacher shall not be valid consideration for the evaluation of teacher performance except as it may adversely affect the teacher's discharge of professional responsibilities.

B. ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR)

1. The APPR Plan negotiated between the parties pursuant to Section 3012-c of the Education Law and the Rules of the Board of Regents as contained within 8 NYCRR paragraph 30-2 will be the method used to evaluate

teacher staff covered by the regulation. As such, the document will become a part of the contract by reference. Changes to elements of the APPR Plan which are mandatory subjects of negotiations will not take place until mutual consent is achieved between the parties.

2. The provisions of Article X, Section B and Appendix E will remain in the contract. Bargaining unit members not covered by the provisions of Section 3012-c of the Education Law and the Rules of the Board of Regents as contained within 8 NYCRR paragraph 30-2 will have their performance evaluations done in accordance with the provisions of this language. Should the State of New York revoke the provision of Section 3012-c of the Education Law and the Rules of the Board of Regents as contained within 8 NYCRR paragraph 30-2 in the future, the following provisions will govern the evaluation of all bargaining unit members until a new evaluation procedure is negotiated.

C. OBSERVATION

1. Definition

A classroom observation becomes formal when it is followed by a written report that becomes part of the teacher's personnel record.

2. Frequency

Probationary teachers will be formally observed at least two (2) times each year. In the case of a teacher appointed on or before February 1 of any year, at least one (1) observation shall occur within the first fifteen (15) weeks of employment and at least one (1) observation shall occur in the last twenty (20) weeks of employment. One (1) observation shall be extended in nature. The option to do longer extended observations if needed is still applicable. All observations will be completed by May 31. In case of a probationary teacher hired after February 1, at least one (1) observation should occur prior to the end of the school year.

During the second and third year of probation, at least one (1) observation shall occur within the first fifteen (15) weeks of the school year and at least one (1) observation shall occur in the last twenty (20) weeks of the school year.

Part-time teachers will be observed once per year for three (3) years. After this they will follow the observation schedule of one (1) observation, or self-directed every three (3) years.

3. Post-Observation Conference

Within six (6) school days after the formal classroom observation or five (5) days after return of teacher comments by the teacher, a conference will be held between the observer and the teacher to discuss what was observed, unless such conference is mutually waived in writing.

4. Written Report of Observation

Following the post-observation conference or upon mutual waiver of same, a written report will be made of the observation if the report is to be part of the teacher's personnel record. This will be considered a formal observation. If weaknesses are noted, it shall be the responsibility of the observer to recommend in the written observation report specific steps for improvement. A copy of the observation report shall be furnished to the teacher involved within five (5) school days following the post-observation conference or the mutual waiver thereof. No such report shall be placed in the teacher's file without a post-observation conference or the mutual waiver of the same.

5. Teacher Follow-Up to Recommendation for Improvement

It shall be the responsibility of the teacher to report within a ten (10) week period what action the teacher has taken to improve the areas noted as weaknesses. A copy of this report will be submitted to the observer who will forward a copy to the Personnel Office where it will be attached to the observer's written recommendations.

D. EVALUATION - END OF YEAR

1. Definition

A formal evaluation is a written overall assessment of the teacher's performance which is to become part of the teacher's personnel record and is based on the following criteria:

- a. Classroom observation
- b. Personal qualifications
- c. Interpersonal relationships
- d. Professional responsibilities

Included in each teacher evaluation, where applicable, shall be recommendations for improvement. Subsequent evaluations shall be used, in part, to determine if improvement has occurred.

2. Frequency

Probationary teachers will be evaluated at least once per school year. Tenure teachers will be evaluated at least every three (3) school years unless there is mutual agreement in writing to waive the evaluation.

3. Pre-Evaluation Conference

Prior to the writing of a formal evaluation a pre-evaluation conference will be held between the evaluator and the teacher to discuss the teacher's performance from the standpoint of both the teacher and the evaluator.

4. Evaluation Report

Following the pre-evaluation conference, a written evaluation shall be prepared and a copy furnished to the teacher. The teacher shall sign the report within five (5) days of receipt indicating that the teacher has read the report and the signed evaluation report shall be placed in the teacher's permanent file. The teacher has a right to respond in writing to the written evaluation within ten (10) school days of receipt of the report and have the response attached to the file copy of the evaluation.

5. Post-Evaluation Conference

Within five (5) days following the receipt of a written evaluation, and upon request of either the teacher or the evaluator, a conference between the teacher and evaluator shall be held to discuss the written evaluation.

E. TEACHER FILES

1. Access

Each teacher's personnel file shall be available by appointment for review at the District Office in the presence of the Superintendent or his designee. The teacher may request the presence of an Association representative during the review. Any expense incurred in copying the contents of the teacher's file shall be charged to the teacher.

2. Complaints and Derogatory Material

Complaints and derogatory materials that are to become part of the teacher's personnel file shall first be presented to the teacher in writing. After discussion with the appropriate administrator(s) and within five (5) school days of receipt of the material, the teacher may attach a written

response to the material prior to it being filed in the teacher's personnel folder.

3. Teacher Signature

All materials that may eventually be used for evaluation and/or disciplinary action must be signed by the teacher before they are placed in the file. The signature does not indicate agreement but merely signifies that the teacher is aware of its presence in the file. Refusal to sign materials will result in automatic inclusion in the teacher's file.

TEACHER RIGHTS AND RESPONSIBILITIES
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ARTICLE XI - TEACHER/ADMINISTRATION/BOARD LIAISON

A. BUDGET RECOMMENDATIONS

During the development of the budget, the Association may make written budgetary recommendations to the District. The District shall make the final determination as to the disposition of the recommendations submitted by the Association.

B. DEVELOPMENT OF NEW PROGRAMS

Teachers are encouraged to submit written proposals for new programs to the Superintendent through their building principal(s). The proposal shall include:

1. A statement of need,
2. A full description of the program, and
3. Complete budgetary implications.

A meeting will be held in which the teacher will be given an opportunity to clarify the proposal submitted.

C. BUILDING ADVISORY COUNCIL

There shall be an Advisory Council in each building to make recommendations to the principal as to problems and solutions pertaining to terms and conditions of employment. All recommendations shall be advisory in nature.

The Association and building principal may appoint an equal number of "instructional staff" to the Council.

ARTICLE XII - ASSOCIATION RIGHTS

A. A-V DUPLICATING EQUIPMENT

The Association will have the right to reasonable use of A-V and duplicating equipment within each building. Supplies will be purchased by the Association.

B. ANNOUNCEMENTS

The administration shall make Public Address (P.A.) announcements concerning Association meetings and activities when presented in a timely and reasonable manner.

C. ASSOCIATION DAYS

The duly elected Delegate and Alternate to the NYS Retirement System shall be allowed to attend the Retirement Delegates Convention for one (1) day without loss of pay or leave time.

The duly elected Delegate(s) to the NYSUT Representative Assembly shall be allowed to attend the convention for one (1) day without loss of pay or leave time.

The President of the Association and/or designee(s), shall have the right to participate in meetings pertinent to the operation of the Association without loss of pay or leave time. Such leave shall not exceed an aggregate total of fifteen (15) days in any school year; however, the Association shall reimburse the District for per diem substitutes for days eleven (11) through fifteen (15).

D. BOARD AGENDA

Board of Education agenda and official minutes will be provided to the Association President and/or the designee.

E. BOARD RULES AND REGULATIONS

Changes in Board Policies and Administrative Regulations will be given to the Association President.

F. BUILDING USE

The Association will have the right to use school buildings without cost at reasonable times for meetings with the approval of the Superintendent. Application for use of a school building is to be made on forms provided by the District. If a building is to be used at other than a time when it is ordinarily staffed by a custodian, the Association will pay the overtime cost for a custodian.

G. BULLETIN BOARD

There will be at least one (1) bulletin board for use by the Association to be located in the faculty lounge of each building.

H. SCHOOL CALENDAR

The Association and the District agree to discuss the calendar for the next school year prior to its adoption by the Board of Education. This will take place before June 30 of the preceding school year. During these discussions, parent/teacher conference days will be agreed upon based on needs.

I. LEAVE OF ABSENCE FOR ASSOCIATION DESIGNEE

The District agrees that one (1) teacher designated by the Association will, upon ninety (90) days prior request, be granted a leave of absence up to two (2) years without pay for engaging in Association (local, state, national) activities. A teacher who returns from such leave shall be placed on the same level of salary she/he was on when the leave commenced with all accumulated benefits that had accrued prior to such leave.

J. MAILBOXES

The Association will have the right to use teacher mailboxes, the inter-school mail and school e-mail.

K. MEETINGS

The following times shall be reserved for Association meetings:

1. Representative Council - Second Monday of the month (second Tuesday when Monday is a District holiday.)
2. Building Association Meeting - The day following Representative Council.

L. NO REPRISALS

No reprisals shall be taken by the District against an Officer or member of the Association because of their lawful participation in Association activities.

M. OFFICE SPACE

Where available, the District shall provide office space in the building of the Association President for the conduct of Association business. A telephone will be provided at Association expense.

N. RELEASE TIME

1. President

The President of the Association shall be released from supervisory duties for the conduct of Association business. The schedule shall be arranged mutually between the President and the building principal(s) involved.

2. Redress Committee Chairperson

The Chairperson of the Redress Committee shall be released from supervisory duties as necessary to facilitate the orderly processing of claimed contractual violations. Specific arrangements are to be made with the employee's immediate supervisor and approved by the Personnel Administrator.

O. TEACHER AGREEMENT

Whenever a new Agreement is ratified by the District and Association, the District shall supply each teacher with an electronic copy of the Teacher Agreement. A paper copy may be requested by any member at any time.

P. TEACHER WORKSHOPS

The District, upon request of the Association, shall provide the following days in the school calendar for workshops or in-service programs:

1. One (1) day planned by Administration.
2. One (1) day developed by mutual agreement between the Administration and the Association.

3. K-5 meetings will be held during the school year. Appropriate time will be provided for these meetings. A team of three (3) persons selected by the Administration and three (3) teacher representatives will meet to make appropriate plans and arrangements for these meetings. These plans and arrangements shall be submitted to the Superintendent, or his designee, for his approval. No grade level meetings as described in this Article, shall be conducted without the approval of the Superintendent.

ARTICLE XIII – DUES DEDUCTION

A. PROCEDURES

The District agrees that when:

1. The individual teacher has voluntarily authorized the District, in writing, to deduct dues and transmit monies to the Association Treasurer for the Association and other professional organizations affiliated with the Association through a “unified dues arrangement,” and
2. The District and Association recognize that the negotiation and administration of collective Agreements and related activities entail expenses which are appropriately shared by all employees covered by such Agreements. They further recognize that the Association by reason of its status as the “exclusive representative” of all employees in the negotiating unit is obligated to fairly represent all such employees without regard to their membership in the Association. In consideration thereof, the District agrees to deduct from the wages of all employees in the negotiating unit who are not members of the Association, an agency fee in the amount equivalent to the unified dues of the Association and to promptly transmit the sums so deducted to the Association and
3. The Association has, thirty (30) days prior to the deduction, certified in writing to the District the current rate of membership dues.

The District shall then:

4. Deduct authorized dues from the salaries of Association unit members in twenty (20) bi-weekly installments beginning on a mutually agreed upon date.
5. Deduct the agency fee provided for in Section 2 of this Article, consistent with the dues deduction schedule of this Agreement or in such other manner as the parties may agree in writing. The District agrees to furnish the Association with an alphabetical listing showing the names of all

employees in the unit who are hired after October 1 of any school year. Deductions shall be appropriately pro-rated so as to complete deduction of the annual agency fee by the end of each school year.

6. Transmit all deducted dues to the Association Treasurer as deducted.
7. Provide dues deductions for additional Association unit members when signed deduction cards are presented to the District in time to process dues deductions during the normal deduction period. Mutual arrangements shall be made between the District and Association as to the method for such deductions within the normal dues deduction period.

- B. The District and the Association agree to furnish to each other any information needed by either of them to fulfill the provisions of this Article.

The Association agrees to save and hold harmless the District from all loss, expenses, damages (except punitive), costs and attorneys fees, limited only to the attorney provided by the Association, that may accrue as a result of the aforesaid contract provision by reason of any actions or suits brought against the District by any employee in this unit.

This contract provision will terminate on June 30, 2013 notwithstanding the provisions of any statute rule, law to the contrary in effect now or during the term of the contract. The Association agrees not to seek recovery from the District for loss that might be suffered because of the acts or omissions of the District (unless such acts or omissions were willful).

ARTICLE XIV - TEACHER PROTECTION

A. USE OF PHYSICAL FORCE

In the event of an incident involving physical force, by or against a teacher, the teacher shall:

1. Give timely written notice of the incident to the Building Principal with a copy to the Superintendent.
2. Be advised by the District of legal responsibilities and protections offered by the District.
3. Be advised by the District of administrative investigations or hearings concerning the incident.

B. INJURY ON JOB

When a teacher is absent from employment and unable to perform duties as a result of personal injury caused by an accident or assault occurring in the course of employment, and during the period in which the employee is eligible for Workmen's Compensation payments:

1. Full salary will be paid up to six (6) months (less the compensation).
2. No credited sick leave will be required to be utilized.

C. COUNSELING MEMOS

A Counseling Memo (aka: Holt Letter) may be used by the District to document a conversation with an employee in regards to an employment related concern. A Counseling Memo, by definition, is not disciplinary in nature. In an effort to maintain consistency in the format and procedures of such Memos, the Association and the District agree that the APPR Committee will meet to develop the Counseling Memo format and procedures for Association members. Following such development, the Association agrees to educate its members on the Memo.

All forms and procedures will be placed on the District U-Drive.

D. DISCIPLINARY ACTION

When serious disciplinary action of a teacher is contemplated by the District, the problem shall be discussed with the teacher in a timely manner. If the District decides that disciplinary action may be taken, a meeting will be held with the teacher at which an Association representative may be present if requested by the teacher.

E. PARENT COOPERATION IN DISCIPLINE

Members of the faculty unit have the right and are encouraged to enlist the cooperation of parents in handling discipline problems. After consultation with the principal involved, teachers may request parental attendance at a parent-teacher conference to be held at school, after school, or during school hours if the parents are available.

F. TEACHER RIGHTS

1. Tenured Teachers

- a. Where a tenured teacher in the bargaining unit is charged upon grounds set forth in Education Law 3012, as amended from time to time, for removal or discipline and probable cause is found by the Board of Education pursuant to Education Law 3020-a, as amended from time to time, the Board shall also set forth in writing the penalty the Board would render in the event of waiver of a hearing as hereinafter set forth.
- b. If the tenured teacher fails to request a hearing as set forth in paragraph c., such failure shall constitute a waiver of the right to any hearing and shall further constitute agreement by the tenured teacher of the charges and such penalty.
- c. Where the tenured teacher elects to have a hearing, then and in that event, a hearing before a sole arbitrator in accordance with the rules of the American Arbitration Association will apply. The Teachers' Association and the District shall each pay one-half (1/2) of the arbitrator's billing and American Arbitration Association charges. If the tenured teacher elects to have a hearing then the hearing shall proceed on the basis of the charges; however, the recommended penalty of the Board will not be divulged to the arbitrator.
- d. If the tenured teacher is suspended, such suspension shall be with or without pay in accordance with the law in effect at the time of suspension. If the tenured teacher disagrees with the question of pay, then the tenured teacher can appeal such question to the Commissioner and thereafter by appropriate judicial review.
- e. The arbitrator is authorized to (i) find that there is no just cause for action against the tenured teacher and direct that there be taken from the tenured teacher's file all reference to this matter; (ii) find that there is just cause for taking action against the tenured teacher and, in such event, the arbitrator may direct a penalty that he considers appropriate, which may be different than those specified in Education Law Section 3020-a.
- f. The tenured teacher waives all rights to proceed in any other forum, except as set forth in paragraph d. and paragraph g. of this Article.

- g. The findings and penalty arrived at by the arbitrator shall be final and binding on all parties and no review of the arbitrator's decision will be undertaken before the Commissioner of Education or the courts, except as provided in Article 75 of the Civil Practice Law and Rules (unless the Article 75 provisions are waived by the mutual consent in writing of the parties).

2. Probationary Teachers

No probationary teacher shall be dismissed except under the provisions of Education Law 3019a and 3031, as amended from time to time.

ARTICLE XV - CONTRACT VIOLATION/REDRESS

A. DEFINITION

1. "*Grievance*" as used in this Agreement is limited to a complaint or request of an employee(s) or the Association, which involves the interpretation or application of or compliance with, the written provisions of this Agreement.
2. "*Days*" shall mean school days as designated on the current school calendar.
3. "*Administrator*" shall mean Building Principal, Program Coordinator, or Director, whichever the case may be.
4. "*Grievant*" is defined as an employee, group of employees, or the Association.

B. PROCEDURE

Level 1 - Meeting

Grievance will first be discussed with the aggrieved person's administrator, at which time the aggrieved employee may:

1. Discuss the grievance personally; or
2. Request the Association representative to accompany the aggrieved employee; or
3. Request the Association representative to act in the aggrieved employee's behalf.

Failure to present a grievance within fifteen (15) days after the occurrence of the claimed grievable event or of the aggrieved person's first knowledge of that event shall result in a waiver of the right to file a grievance.

Five (5) days after the presentation of the grievance to the Administrator, the Administrator shall make a decision and communicate the decision and reasons therefore in writing to the employee presenting the grievance, to the Association, and to the Personnel Administrator. Such written decision and reasons shall be signed and dated by the Administrator and the Association President upon receipt by the Association President.

Level 2 – Superintendent's Review

If the aggrieved employee is not satisfied with the decision arrived at under Level 1, the grievant may within five (5) days file with the Personnel Administrator an appeal in writing, on a form supplied by the District, requesting the Superintendent to review the matter. Such appeal shall include, among other things, a summary of the grievance and a statement of why the determination of Level 1 is unsatisfactory.

The Superintendent, or his designee, shall meet with the aggrieved employee and the aggrieved employee's representative (if the aggrieved employee desires a representative) at a reasonable time and place designated by the Superintendent within five (5) days after the presentation of the appropriate appeal documents to the Personnel Administrator's office.

Within five (5) days after such a meeting or meetings, the Superintendent, or his designee, shall make a decision in writing, setting forth conclusions with respect to the grievance. A copy of such decision shall be given to the aggrieved employee and the Association. A copy of such decision shall be given to the Association President and signed and dated upon receipt by the Association President.

Level 3 – CPLR, Article 78

If the aggrieved employee is not satisfied with the disposition of the grievance at Level 2, the grievant may commence a proceeding to review a claimed violation by the Supreme Court of New York State under a proceeding under CPLR, Article 78. The District waives any required notice specified by Education Law 3813.

ARTICLE XVI – MANAGEMENT RIGHTS

The District retains the exclusive right to manage its educational operation and facilities, except as limited by this Agreement or by law.

COMPENSATION AND BENEFITS

ARTICLE XVII – SALARIES

A. SALARY SCHEDULE

Effective July 1, 2013 teachers shall be paid according to Appendix A, paragraph A.

Effective July 1, 2014 teachers shall be paid according to Appendix A, paragraph B.

Effective July 1, 2015 teachers shall be paid according to Appendix A, paragraph C.

B. SALARIES FOR EXTRA CURRICULAR ACTIVITIES

Salaries for extra curricular activities are set forth in Appendix B. The contrary notwithstanding, appointees may elect to receive such salary in twenty (20) installments beginning at the start of the activity for full year activities and five (5) installments beginning at the start of the activity for seasonal activities.

2013-2014	frozen at the 2012-2013 rate
2014-2015	frozen at the 2012-2013 rate
2015-2016	2.95% increase

C. HOURLY COMPENSATION

The District shall pay the following:

2013-2014	\$33.33 per hour
2014-2015	\$33.33 per hour
2015-2016	\$34.20 per hour

The following assigned work performed by bargaining unit members outside the school day or year:

- Curriculum Development
- Home Teaching
- Summer School Teacher

Other work as assigned by the District when there is written instructions and approval prior to performing such work. The District shall not pay for work that it did not expressly instruct and approve prior to performing.

D. PART-TIME TEACHERS

For compensation purposes, the full-time equivalency of part-time teachers shall be determined by the following formula:

$$\frac{\begin{array}{l} 170\% \text{ of the} \\ \text{Assigned Classroom} \\ \text{Instruction Time} \\ \text{(Min.)} \end{array} + 53.75 \text{ Minutes} + \begin{array}{l} 100\% \text{ of the} \\ \text{Assigned} \\ \text{Supervisory Time} \\ \text{(Min.)} \end{array}}{450 \text{ Minutes}} = \text{FTE}$$

Assigned teaching time shall be based on the average for the building cycle.

E. COMPENSATION FOR LONG-TERM SUBSTITUTES

Long-term substitutes shall be paid according to Appendix C.

F. PAYROLL DATES BEFORE TEACHER/STUDENT ABSENCE DAYS

When a payroll date falls during a vacation period or on a day when students and teachers will not be in attendance, checks shall be issued on the last instructional day prior to such a vacation or teacher/student absence day.

ARTICLE XVIII - INSURANCES

A. HEALTH INSURANCE (ACTIVE EMPLOYEES)

1. The District agrees to provide a health insurance plan to eligible employees in either the Central New York Region-wide Blue Cross/Blue Shield Plan or any other Health Insurance Plan mutually agreed upon by the District and Association. The following cost sharing provisions shall apply:

2013-2014 Unit members' health care insurance contribution will be:

- Individual Plan - Ten percent (10%) of the cost of an individual plan
- Family Plan - Ten percent (10%) of the cost of a family plan

Employer's health insurance contribution will equal:

The balance of the premium subsequent to the deduction of the employee's contribution as referenced in the paragraph(s) above.

2014-2015 Unit members' health care insurance contribution will be:

- Individual Plan - Ten and one-half percent (10.5%) of the cost of an individual plan
- Family Plan - Ten and one-half percent (10.5%) of the cost of a family plan

Employer's health insurance contribution will equal:

The balance of the premium subsequent to the deduction of the employee's contribution as referenced in the paragraph(s) above.

2015-2016 Unit members' health care insurance contribution will be:

- Individual Plan - The lesser of either eleven percent (11%) of the cost of an individual plan or nine hundred fourteen dollars (\$914)
- Family Plan - The lesser of either eleven percent (11%) of the cost of a family plan or two thousand one hundred dollars (\$2,100)

Employer's health insurance contribution will equal:

The balance of the premium subsequent to the deduction of the employee's contribution as referenced in the paragraph(s) above.

Should the parties fail to reach a successor Agreement by the conclusion of the 2015-2016 school year, the health care cost sharing rate in effect until a successor Agreement is reached shall be the lesser of eleven percent (11%) of the cost of a family plan or two thousand one hundred dollars (\$2,100) and/or the lesser of eleven percent (11%) of the cost of an individual plan or nine hundred fourteen dollars (\$914). Once a successor Agreement is reached, the language above shall sunset and the new contribution rate will equal the percentage negotiated by the parties.

The health reimbursement plan which is currently offered by the District to active teaching employees provides basic Blue Cross/Blue Shield coverage, is \$5/\$10/\$27 three-tier prescription co-payment and Major Medical deduction of one hundred dollars (\$100) for individual and three hundred dollars (\$300) for family plans. Reference is made to the Plan description booklet for a description of the benefits.

The District will continue their investigation into the possibility of offering employees an option of participating in a Preferred Provider Organization Plan (PPO-H). Participation in such a Plan would be on a voluntary basis. Unit member contributions to the PPO-H Plan shall be as provided above. The Parties agree to bargain over the effects of offering such a Plan.

2. Buy-Out

The District shall pay each eligible teacher, who elects not to participate in the Health Insurance Plan identified in this Article a fixed sum of money or pro-rated portion thereof, as follows:

- The health insurance buy-out will be frozen at two thousand six hundred four dollars (\$2,604) for all teachers hired prior to the 2002-2003 school year.
- The health insurance buy-out for new teachers hired after the 2002-2003 school year will be offered at two thousand dollars (\$2,000).

A teacher who elects this alternative instead of participating in the Health Insurance Plan shall inform the District in writing by the 15th day preceding the month they intend to participate.

A teacher who elects this alternative to the Health Insurance Plan shall receive the sum of money, or part thereof, on the last day of September, December, March, and June for those months in which they elected this alternative.

A teacher who later elects to participate in the Health Insurance Plan shall inform the District in writing by the 15th day preceding the month they intend to participate. Payment of the fixed sum of money, or pro-rated portion thereof, shall cease upon electing to participate in their Health Insurance Plan. The District reserves the right to restrict the number of times a teacher elects to participate in the Health Insurance Plan or this alternative in any one school year.

B. HEALTH INSURANCE (RETIREMENT BENEFIT)

In order to be eligible for the health care insurance benefit in retirement, the unit member must have worked a minimum of ten (10) years in the District and retire from the District by drawing his/her pension immediately upon retirement from the District.

Those individuals who have resigned from Maine-Endwell Central School District in order to receive retirement benefits from the New York State Teachers' Retirement System or New York State Employees' Retirement System on account of age and service and are receiving such benefits, shall be entitled to receive health cost reimbursement benefits. The parties acknowledge the Collective Bargaining Agreement does not establish a specific health care plan for retirees. However, the District is required to provide eligible retirees with the "same health cost reimbursement benefits and same health care benefits" as teaching employees actively employed by the District. The cost sharing rate for individual retirees will be established based on the contribution rate the employee paid during their last year of employment. (The contribution rates for individuals who retire during the 2013-2014, 2014-2015 and 2015-2016 school years will be defined pursuant to the terms and conditions of the attached MOA.) This contribution sharing rate will not change for the duration of the former employees' retirement. The School District will be responsible for the balance of the premiums.

The retired employee will pay one hundred percent (100%) of their portion of the contribution rate during retirement. Upon the death of a retiree, a spouse may continue the reimbursement plan, paying the full charge for an individual benefit plan.

The District is not required or responsible to make contribution to any governmental agency, such as the Social Security Administration on account of benefits that may be given or provided to a retiree. An example of such a contribution is payment toward or on account of Medicare Part B charges.

C. DENTAL INSURANCE

The District will provide to individual/family, and students to age twenty-five (25), Excellus Benefit Services Dental Plan Schedule A including Basic, Supplemental Basic, Orthodontics, Periodontics, Prosthetics.

The District will pay no more than forty-one dollars and fifty-two cents (\$41.52) per month towards the Family Premium cost and fourteen dollars and fifty cents (\$14.50) per month towards the Individual Premium cost.

The District agrees to allow NYSUT Member Benefit Trust Officials to meet with "payroll employees". The District agrees to allow employees the right to participate in NYSUT Member Benefits as long as some minimal threshold number of participants is reached and there are not continuous billing problems.

The District agrees to a two (2) year buy-out of dental at the rate currently paid for dental in the Excellus Plan. The District will contribute to the payment for an outside Excellus Dental Plan, with proof of enrollment in such plan, for employees over a two (2) year period. Following the two (2) years, employees will absorb the entire cost of such a plan.

D. FLEXIBLE BENEFIT PLAN

A Flexible Benefit Plan, as established by the rules of the Internal Revenue Service, as modified from time to time, shall be provided for eligible teachers.

E. DAMAGE OF PERSONAL PROPERTY

The District will reimburse teachers for loss or damage to personal property (subject to twenty-five dollar [\$25] deductible) when the following conditions have been fulfilled:

1. The loss or damage occurred while the teacher was performing duties assigned by the District, or
2. The loss or damage was not covered by any type of insurance held by or covering the teacher, and
3. The loss or damage did not apply to: a) automobiles or other forms of transportation, b) money, or c) any item valued at two hundred dollars (\$200) or more unless registered in writing with the Building Principal prior to the loss or damage as an item of personal property to be insured by the District.

ARTICLE XIX – PERSONAL LEAVE

A. DEFINITIONS

1. *Immediate Family* includes mother, father, son, daughter, spouse, brother, sister, step-children, grandparents, current spouses of natural parents.
2. *Emergency Medical Attention* includes situations requiring medical attention of an emergency nature.
3. *Non-Emergency Medical Attention* includes regularly scheduled medical appointments.

B. SICK LEAVE

Sick leave is paid leave for illness or emergency medical attention of an employee or an employee's immediate family, which would prevent the employee from carrying out normal duties.

Unit members who are not on probationary status shall receive twelve (12) sick days at the start of the school year, cumulative without limit. Unit members who are on probationary status will earn one and two-tenths (1.2) sick days per month or a major part of a month worked.

The District may require proof of illness. Notice of accumulated sick leave shall be provided each employee.

C. PERSONAL BUSINESS LEAVE

Personal business leave is paid leave for the conduct of personal business, including non-emergency medical attention, which cannot be conducted outside the school day or school year.

An employee shall be granted up to three (3) personal business leave days per year. An employee shall be entitled to carry over no more than two (2) personal business leave days, but in no event shall an employee be entitled to use more than five (5) personal business leave days in any one (1) school year. New employee's personal business leave days will be pro-rated on the basis of one (1) day per three (3) months or major part of month worked (maximum three [3] days) for employees entering the District during the school year. Any personal business leave days not used or carried over by July 1, shall be transferred to the employee's sick leave accumulation.

A minimum of a quarter (1/4) day may be taken when:

1. The District does not have to pay for additional coverage, or
2. A substitute is available for a quarter (1/4) day.

All other personal business leave days must be taken in one-half (1/2) day increments.

To be eligible for personal business leave, the supervisor must certify in writing to the Superintendent that appropriate coverage is available or is not required.

The employee must apply in writing at least three (3) days in advance certifying that:

1. The personal business leave could not be conducted outside of the school day or school year.
2. No outside remuneration will be received.
3. The personal business leave will not be used for a vacation or holiday or to extend a vacation or holiday.
4. The personal business leave will not be used for recreation purposes.

In emergency situations the District shall be notified prior to the leave and written certification shall follow within one (1) day of the employee's return.

One (1) pre-existing personal day is designated as a "super personal day". No reason is required. A super personal day cannot be used to extend a vacation, but an exception to this may include Martin Luther King weekend for the return of a student to college or Memorial Day weekend for attendance at post secondary graduation ceremonies. Such a request must be made in writing to the Superintendent per the normal personal business timeline.

D. RELIGIOUS OBSERVANCE

Teachers shall be allowed up to three (3) paid days for religious observance where as a requirement of his/her religion he observes his Sabbath or other holy day, including a reasonable time prior and subsequent thereto for travel between his place of employment and his home. If additional days are necessary the teacher may charge these to available personal business leave or unpaid leave if personal business days are not available. Requests for same shall be made at least five (5) days in advance on a form provided by the District.

E. BEREAVEMENT LEAVE

Bereavement leave is paid leave for circumstances resulting from a death in the employee's immediate family or of an employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-children, grandparents, grandparent-in-law, current spouses of natural parents.

An employee shall be granted five (5) days per death. Further, the Superintendent may grant bereavement leave for circumstances resulting from a death of other than above based upon extenuating circumstances satisfactory to him. Such leave may be granted from one (1) to five (5) days upon written request to the Superintendent and his approval prior to the leave. This time shall not be charged to sick leave and shall be non-cumulative.

F. SICK BANK

The Sick Bank provides sick leave that may be borrowed from the District upon the exhaustion of the employee's sick leave accumulation. This may only be used for the personal illness or the personal emergency medical attention of the employee. An employee will become eligible to participate in the Sick Bank subsequent to the conclusion of their first year of employment. A maximum of two hundred (200) days may be borrowed by an employee in a five (5) year period. The employee shall notify in writing the Personnel Administrator of his/her intent to borrow from the District's Sick Bank. There will be a lifetime cap of four hundred (400) days which may be borrowed by an employee. (This maximum lifetime cap of four hundred [400] days will not include days used by employees under the old Sick Bank system [prior to the 2013 - 2014 school year]). The employee must pay back the Sick Bank pursuant to the attached chart for each day borrowed from the unused portion of the employee's annual accumulation of personal business and sick leave.

<u>Balance of Days Owed</u>	<u>Repayment Amount</u>
1-25 days.....	1
26-50 days.....	2
51-75 days.....	3
76 or more days	4

Upon retirement or termination, any outstanding Sick Bank debts will be forgiven. However, no sick leave incentive will be paid to an employee with an outstanding Sick Bank debt. Sick leave granted pursuant to this Article and subsequently repaid will not count towards the aforesaid caps mentioned above.

Notice of exhaustion of accumulated sick leave shall be provided. If, however, such notice is not provided prior to exhaustion, the employee may borrow without written notice of intent until such time that notice is given.

An employee who has exhausted all of their sick leave time and is not eligible for the Sick Leave Bank, due to unusual circumstances, may be advanced unearned sick leave for the remainder of the school year upon mutual agreement of the Superintendent and Association President. Leave granted under these circumstances will not have to be repaid.

G. SICK LEAVE INCENTIVE

Sick leave incentive provides for payment upon retirement for unused sick leave.

1. Retirement from the NYS Teachers' Retirement System, or
2. Retirement from the District on or after age fifty-five (55) for non-members of the Retirement System, and
3. When a minimum of four (4) months (**February 1**) written notice is given to the District prior to the retirement that will occur on June 30.

Payment is fifty dollars (\$50) per day per unused sick day or is based on the following formula, whichever payment amount is higher. In no event shall payment exceed thirteen thousand dollars (\$13,000).

$$\frac{\text{Accumulated Sick Leave}}{2} \times 50\% \times \frac{\text{Highest 3 Year Final Average Salary}}{\text{Designated Work Year (in days) for the Position}} = \text{Maximum of \$13,000}$$

*If accumulated Sick Leave is equal to two hundred (200) days or more then the divisor, two (2), shall be eliminated. If Accumulated Sick Leave is one hundred ninety-nine (199) days or less then the divisor, two (2), shall remain.

Under no circumstances would sick leave incentive be applicable to a disability retirement. Payment under this plan shall be subject to approval of the plan by New York State Department of Audit and Control.

H. SHORT-TERM

Short-term leave is unpaid leave for absence of ten (10) days or less for personal business that cannot be conducted outside the school day or school year.

To be eligible for up to ten (10) days in a school year the supervisor must certify in writing to the Superintendent that appropriate coverage is available. The employee must apply in writing at least ten (10) days in advance certifying that:

1. The short-term leave could not be conducted outside the school day or school year.
2. The short-term leave will not result in a daily compensation rate higher than that of employment in the District.
3. The short-term leave will not be used for a vacation or holiday or to extend a vacation or holiday.
4. A short-term leave will not be applied for within the next two (2) academic years next following the granting of a short-term leave.

Approval must be received by the District in writing prior to the leave.

In emergency situations the District shall be notified prior to the leave and written certification shall follow within one (1) day of the employee's return.

I. LONG-TERM LEAVE

Long-term leave is unpaid leave for more than ten (10) days and up to a maximum of twenty (20) school months for personal business that cannot be conducted outside the school day or school year.

Long-term leaves may conclude at any time during the school year. However, all long-term leaves must terminate by June 30 of any school year. Employees may not carryover a leave to the following school year unless the leave is renewed. All employees who are on leave until June 30 must notify the District by March 1 of their intention to renew, return, or not return at the beginning of the following school year.

To be eligible for long-term leave:

1. Written application must be made at least ninety (90) calendar days in advance.
2. The supervisor must certify that appropriate coverage is available.
3. Board approval must be obtained prior to the leave.

J. OTHER LEAVES

In addition to the above leaves the District may, at the discretion of the Board of Education, grant paid or unpaid leaves for short or long-term periods.

ARTICLE XX – OTHER FORMS OF COMPENSATION

A. DIFFERENTIALS

Guidance counselors, psychologists, and speech therapists hired after the Date of Signing of this Agreement in 1984 shall be paid one two hundredths (1/200th) of their individual base salary for each day worked, as assigned by the District, in excess of the normal teacher calendar.

B. ECIS

Teachers who are engaged in District approved supervision not covered by Appendix B, shall receive additional compensation under the following conditions:

1. The supervision is approved by the administration, and
2. A minimum of ten (10) students is involved, and
3. Supervision is for a minimum of two (2) continuous hours, and
4. The teacher receives no other compensation from any source for the time in question, and
5. The supervision takes place outside the normal school day.

Effective:

July 1, 2013 through June 30, 2014, and July 1, 2014 through June 30, 2015 compensation shall be at the following rates not to exceed one hundred ninety-one dollars (\$191) per day:

1. Forty-seven dollars (\$47) between 6:00 a.m. and 12:00 Noon
2. Forty-seven dollars (\$47) between Noon and 6:00 p.m.
3. Forty-seven dollars (\$47) after 6:00 p.m.
4. Forty-seven dollars (\$47) for overnight assignment

Payments will be made once each month.

July 1, 2015 through June 30, 2016, compensation shall be at the following rates not to exceed one hundred ninety-six dollars and sixty-three cents (\$196.63) per day:

1. Forty-eight dollars and thirty-nine cents (\$48.39) between 6:00 a.m. and 12:00 Noon
2. Forty-eight dollars and thirty-nine cents (\$48.39) between Noon and 6:00 p.m.
3. Forty-eight dollars and thirty-nine cents (\$48.39) after 6:00 p.m.
4. Forty-eight dollars and thirty-nine cents (\$48.39) for overnight assignment

Payments will be made once each month.

C. EXTRA PAY FOR EXTRA WORK

As stipulated in this Article, Extra Pay for Extra Work is for supervisory and instructional time spent with students outside the normal school day.

Teachers shall not be involuntarily assigned to Appendix B positions. When Appendix B assignments are deemed necessary and desirable by the District, compensation shall be allocated according to Appendix B.

D. REIMBURSEMENT FOR TRAVEL WITHIN THE DISTRICT

Mileage for approved travel shall be paid at the allowable rate established by the I.R.S. from time to time.

E. TUITION WAIVER - NON-RESIDENT

The Parties agree that the Board resolution dealing with school employees and tuition fees for Kindergarten, Grades 1-6 and Grades 7-12 will be waived for non-resident children of bargaining unit members employed by the District in other than substitute positions. The provisions of this resolution shall otherwise apply. The District shall not provide transportation. Additionally, if a child or children of an employee are entering the District for the first time, employees must notify the Superintendent, in writing, of their intent to enroll them by May 1. This provision will not apply to newly hired bargaining unit members.

F. NEW TEACHER ORIENTATION

Teachers will receive one hundred fifty dollars (\$150) as total compensation for attending the required twenty (20) hours of the New Teacher Orientation. If a teacher attends less than all of the required twenty (20) hours of the Orientation, the payment of one hundred fifty dollars (\$150) will be pro-rated.

ARTICLE XXI - TEACHING ASSISTANTS

A. SALARY

Teaching Assistants will be paid as salaried employees.

Returning Teaching Assistants shall be paid as follows:

2013-2014	2.6% + \$400
2014-2015	2.8%
2015-2016	2.95%

B. MINIMUM TEACHING ASSISTANT STARTING SALARY

2013-2014 School Year	
Level I	\$19,500
Level II	\$20,300
Level III	\$21,000
Pre-Professional	\$22,700
2014-2015 School Year	
Level I	\$20,000
Level II	\$20,800
Level III	\$21,500
Pre-Professional	\$23,200
2015-2016 School Year	
Level I	\$20,500
Level II	\$21,300
Level III	\$22,000
Pre-Professional	\$23,700

C. HOURS

Teaching Assistants will work a seven and one-half (7.5) hour day. They will receive one-half (1/2) hour for lunch and two (2) fifteen (15) minute breaks daily.

D. YEAR

Teaching Assistants will work the same number of days as other members of the Association, including Superintendent's Days and days of State Examinations. They will be given the same snow days as the teaching staff. However, the Teaching Assistant may substitute days worked prior to the start of the school

year for Superintendent's Days or for State Examination Attendance Days with the consent of their Building Administrator per building or program needs.

E. OVERTIME

Teaching Assistants will receive fifteen dollars (\$15) per hour for time worked beyond their school days. They will also be eligible for the ECIS rates as described in Article XX.

F. INSURANCES

Teaching Assistants will receive the same health benefits as those being received by all individuals who are covered by the terms of this Collective Bargaining Agreement, including extent of services and "buy-outs".

G. PROFESSIONAL DEVELOPMENT

Teaching Assistants will be provided training and educational updates during Superintendent's Conference Days. When updates or training cannot be provided during those times, Appendix G provisions will apply.

ARTICLE XXII - MENTORS

A mentor teacher is defined as a teacher who is assigned to work with newly hired teachers for the purpose of easing their transition to the District, assisting with acculturation to school practices and rules, and supporting in the areas of instruction and classroom management. The mentor teacher has a non-evaluative and confidential role with the mentee. At no time will the mentor teacher be compelled to attend any meeting between the mentee and his/her supervisor, nor will the mentor meet with a supervisor to discuss the mentee.

The role of the mentor does not limit or supplant the authority of school administrators to supervise or evaluate the performance of probationary teachers. Therefore, the District and the Association agree that information obtained by a mentor through interaction with a probationary teacher shall not be made available to any administrator by the mentor for use in the evaluation of the probationary teacher. Except, the foregoing does not limit the responsibility of the mentor to report child abuse or child abuse in the education setting as those terms are defined by Law.

Additional guidance and expertise on subject matter may be requested by a member currently on staff. At such time, an individual agreement will be drawn up in the form of a Memorandum of Understanding that will determine appropriate time and compensation for such guidance.

A new teacher shall be defined as having less than three (3) years of actual classroom experience. A teacher who has classroom experience beyond three (3) years, but is new to the Maine-Endwell Central School District, shall not be required to have a mentor teacher unless requested by the Building Principal. The District and Association agree that when a new teacher is hired by the District, and meets the three (3) year or less experience requirement, a mentor teacher will be assigned to them. Mentor teachers shall be paid an annual stipend of five hundred dollars (\$500) per mentee for the purpose of easing their transition to the District, assisting with acculturation to school practices and rules, and supporting in the areas of instruction and classroom management. Specific procedures for selection and retention of mentor teachers shall be mutually agreed upon by the Association and District.

ARTICLE XXIII - PROFESSIONAL DEVELOPMENT

Effective July 1, 2005, teachers will be compensated for in-service training hours according to Appendix G.

ARTICLE XXIV - TRAVEL

Teachers who are shared between District buildings will be granted thirty (30) minutes in their schedule for every day that they are required, for instructional purposes, to move between buildings in Endwell to Maine, and fifteen (15) minutes to move between buildings in Endwell. These minutes are not part of their allotted time for preparation or lunch, and will be free from any supervisory duties.

Bargaining unit members will be paid for travel (i.e., mileage) between buildings on conference days, staff development days, special meetings and/or other occasions with the pre-approval of the Administration.

ARTICLE XXV - INCLUSIVE PRACTICES

The Association and the District recognize the importance of including students with disabilities wherever possible in the regular program of their home District. An inclusive classroom for the purpose of this Agreement, is defined as one in which students are taught in a co-teaching environment or one in which one (1) or more aides are assigned to the classroom to assist students with their learning.

It is further recognized that the success of such a program is dependent on the cooperative nature between the classroom teacher and the specialist(s) involved. It is therefore in the best interest of the program, that every effort will be made to ensure that all professionals involved will agree to work together and will be give a minimum

of thirty (30) minutes per six (6) day cycle for the purpose of planning. The District will provide for training to facilitate inclusive activities.

In addition, any monitors or aides who are assigned to inclusive students (including students with IEP's or 504 plans) shall be provided training for such activities by the District. At no time shall the teacher who is assigned the student with an aide or monitor, be required to supervise (supervision is defined as evaluative or disciplinary in nature) the monitor for his/her activities with the student.

Whenever possible, the District will make an effort to limit the class size of the inclusive classroom to maximum of twenty-five (25) students.

The provisions of Inclusive Practices are not subject to grievances. However, upon notification of the Superintendent or Union President, the Association and the District agree to meet to discuss ways to alleviate the situation immediately, if possible, and to discuss ways to correct the situation in the future.

ARTICLE XXVI - HEALTH CARE PROFESSIONALS

A. SCHOOL NURSES

1. Minimum Starting Salary - Nurse

2013-2014	\$26,088 for an Associate's Degree and no years of service
2014-2015	\$26,588 for an Associate's Degree and no years of service
2015-2016	\$27,088 for an Associate's Degree and no years of service

2. Salary

Returning Nurses shall receive the following salary increases:

2013-2014	2.6% + \$400
2014-2015	2.8%
2015-2016	2.95%

Nurses may choose their salary payment in accordance to any arrangement that is available to all members of the Association.

3. Hours

Nurses will work a seven and one-half (7.5) hour day that may be split between the normal start/end time per building to accommodate busses and/or before-or after-school activities. Nurses will be paid an additional one (1) time payment of nine hundred dollars (\$900) to their base to

compensate for that additional one-half (1/2) hour each day. Nurses will receive one-half (1/2) hour for lunch and two (2) fifteen (15) minute breaks daily.

4. Year

Nurses will work the same number of days as other members of the Association, including Superintendent's Conference Days and days of State Examinations. They will be given the same snow days as the teaching staff.

5. Overtime

School Nurses will receive seventeen dollars (\$17) per hour for time worked beyond their school days with prior approval of their supervisor. They will also be eligible for ECIS rates as described in Article XX.

6. Insurances

School Nurses will receive the same health benefits as those being received by all individuals who are covered by the terms of this Collective Bargaining Agreement, including extent of services and "buy-outs".

7. Professional Development

School Nurses will be provided yearly updates in CPR or other necessary training during Superintendent's Conference Days. When updates or training cannot be provided during those times, Appendix G provisions will apply. In the case of annual or semi-annual license or certification renewals, the District will reimburse Nurses for that cost following submittal of a receipt for the payment(s) of said renewals.

8. Vaccine Reimbursements

Nurses will be reimbursed for personal inoculations (example: per county health advisory) necessary as part of their daily job requirements.

B. THERAPISTS

Definition -

Health Professional Therapists are described as Occupational Therapists, Physical Therapists or OT Assistants, or any other health related or Medical Therapists who are hired to work with students within the School District.

1. Minimum Starting Salary - Therapist

Therapists will be paid at the same starting salary as that of newly hired members of the Association, and will be given the same consideration in that salary as any other member of the Association in regard to credit hours toward diploma, type of diploma and years of service.

Minimum Starting Salary - Therapy Assistants

2013-2014	\$26,088 for an Associate's Degree and no years of service
2014-2015	\$26,588 for an Associate's Degree and no years of service
2015-2016	\$27,088 for an Associate's Degree and no years of service

2. Salary

Returning Therapist Assistants shall receive the following salary increases:

2013-2014	2.6% + \$400
2014-2015	2.8%
2015-2016	2.95%

Therapists and Therapy Assistants may choose their salary payments in accordance to any arrangement that is available to all members of the Association.

3. Hours

Therapists will work a seven and one-half (7.5) hour day with lunch and planning periods as extended to the faculty in the building to which they are assigned.

4. Year

Therapists will work the same number of days as other members of the Association, including Superintendent's Days and days of State Examinations. They will be given the same snow days as the teaching staff.

5. Overtime

Therapists will receive the same overtime rate as described in Article XVII. Assistants will receive seventeen dollars (\$17) per hour for time worked beyond their school days. Therapists will also be eligible for ECIS rates as described in Article XX.

6. Insurances

Therapists will receive the same health benefits as those being received by all individuals who are covered by the terms of this Collective Bargaining Agreement, including extent of services and "buy-outs".

7. Professional Development

Therapists will be provided necessary training during Superintendent's Conference Days. When updates or training cannot be provided during those times, Appendix G provisions will apply. In the case of annual or semi-annual license or certification renewals pertaining to working in Public Schools in New York State, the District will reimburse Therapists for that cost following submittal of a receipt and explanation for the payment(s) of said renewals.

APPENDIX A

A. 2013-2014 SALARY

For the period beginning July 1, 2013 and ending June 30, 2014 the salary for "returning teachers" shall be increased by the amount as indicated below. When used in this Article, "returning teacher" is defined as a teacher who was in service during the previous year in these job titles. This would not apply to newly hired teachers or to a teacher who began service after September 1 of any school year or to a teacher who had been granted a leave without pay. The salary increase for these teachers, who did not serve a complete year, shall be on a pro-rated basis, in one-tenth (1/10) parts, and shall be equal to the number of months, or greater part of a month, that the teacher actually served.

The total salary increase shall equal two and six tenths percent (2.6%).

B. 2014-2015 SALARY

For the period beginning July 1, 2014 and ending June 30, 2015 the salary for "returning teachers" shall be increased by the amount as indicated below. When used in this Article, "returning teacher" is defined as a teacher who was in service during the previous year in these job titles. This would not apply to newly hired teachers or to a teacher who began service after September 1 of any school year or to a teacher who had been granted a leave without pay. The salary increase for these teachers, who did not serve a complete year, shall be on a pro-rated basis, in one-tenth (1/10) parts, and shall be equal to the number of months, or greater part of a month, that the teacher actually served.

The total salary increase shall equal two and eight tenths percent (2.8%).

C. 2015-2016 SALARY

For the period beginning July 1, 2015 and ending June 30, 2016 the salary for "returning teachers" shall be increased by the amount as indicated below. When used in this Article, "returning teacher" is defined as a teacher who was in service during the previous year in these job titles. This would not apply to newly hired teachers or to a teacher who began service after September 1 of any school year or to a teacher who had been granted a leave without pay. The salary increase for these teachers, who did not serve a complete year, shall be on a pro-rated basis, in one-tenth (1/10) parts, and shall be equal to the number of months, or greater part of a month, that the teacher actually served.

The total salary increase shall equal two and ninety-five hundredths percent (2.95%).

D. MINIMUM TEACHERS SALARY - ENTRY LEVEL - NO EXPERIENCE

For Teachers Reaching These Levels in 2013-2014

<u>Level of Educational Preparation</u>	<u>2013-2014</u>
BA	\$45,750
BA+15	BA + \$500
MA	BA + \$1,300
MA+30	BA + \$2,100
MA+60	BA + \$2,850
Earned PH.D.	BA + \$3,350

For those teachers starting after Date of Signing and who have already obtained Permanent Certification without being required to obtain a Master's Degree the following levels may be applied:

BA+30	BA + \$630
BA+60	BA + \$1,260

No teacher will be hired at a higher base salary than that enjoyed by a teacher on staff with commensurate level of educational preparation and years of full-time, continuous teaching experience in the District.

E. MINIMUM TEACHERS SALARY - ENTRY LEVEL - NO EXPERIENCE

For Teachers Reaching These Levels in 2014-2015

<u>Level of Educational Preparation</u>	<u>2014-2015</u>
BA	\$46,000
BA+15	BA + \$500
MA	BA + \$1,300
MA+30	BA + \$2,100
MA+60	BA + \$2,850
Earned PH.D.	BA + \$3,350

For those teachers starting after Date of Signing and who have already obtained Permanent Certification without being required to obtain a Master's Degree the following levels may be applied:

BA+30	BA + \$630
BA+60	BA + \$1,260

No teacher will be hired at a higher base salary than that enjoyed by a teacher on staff with commensurate level of educational preparation and years of full-time, continuous teaching experience in the District.

F. MINIMUM TEACHERS SALARY - ENTRY LEVEL - NO EXPERIENCE

For Teachers Reaching These Levels in 2015-2016

<u>Level of Educational Preparation</u>	<u>2015-2016</u>
BA	\$46,250
BA+15	BA + \$500
MA	BA + \$1,300
MA+30	BA + \$2,100
MA+60	BA + \$2,850
Earned PH.D.	BA + \$3,350

For those teachers starting after Date of Signing and who have already obtained Permanent Certification without being required to obtain a Master's Degree the following levels may be applied:

BA+30	BA + \$630
BA+60	BA + \$1,260

No teacher will be hired at a higher base salary than that enjoyed by a teacher on staff with commensurate level of educational preparation and years of full-time, continuous teaching experience in the District.

G. TOP OF RANGE

The top of the range for each level of educational preparation shall be equal to the greatest base salary paid for the level.

H. PART-TIME TEACHERS

For those teachers employed less than full-time, the salary increase shall be pro-rated according to their full-time equivalency status.

I. RECALL ADJUSTMENT

Any teacher being recalled in accordance with Education Law 2510-3 will receive the higher of the following:

1. Their last individual base salary and the increase for the year they return,

Or

2. The beginning salary for their level of educational preparation plus five hundred dollars (\$500) for each year of teaching experience.

J. CREDIT FOR PRIOR TEACHING EXPERIENCE (HIRED AFTER SEPTEMBER 1, 2002)

New hires shall be compensated at five hundred dollars (\$500) for each year of prior teaching experience. In no event will a teacher be hired at a higher base salary than that enjoyed by a teacher on staff with commensurate level of educational preparation and years of full-time, continuous teaching experience in the District.

APPENDIX B – EXTRA PAY FOR EXTRA WORK

Stipends in all categories under Appendix B will remain the same for the first two (2) years of the Collective Bargaining Agreement. All stipends in Appendix B of the Agreement will increase by two and ninety-five hundredths percent (2.95%) in the beginning of the third year of this Contract.

A. COACHES

	2013-2014	2014-2015	2015-2016
Level I	\$7,172.64	\$7,172.64	\$7,384.23
Level II	\$5,955.52	\$5,955.52	\$6,131.21
Level III	\$5,195.17	\$5,195.17	\$5,348.43
Level IV	\$4,209.41	\$4,209.41	\$4,333.59
Level V	\$3,216.52	\$3,216.52	\$3,311.40

Levels of Coaching

<u>Level I</u>		<u>Level IV</u>	
Basketball	B	Baseball JV	B
Basketball	G	Baseball V Asst.	B
Football	B	Cross Country	M
		Field Hockey JV	G
		Football JV Asst. (2)	B
		Football – Modified (4)	B
		Soccer JV	B
		Soccer JV	G
		Lacrosse JV	B
		Lacrosse JV	G
		Lacrosse V Asst.	B
		Softball JV	G
		Swimming Asst.	B
		Swimming Asst.	G
		Track V Asst. (3)	M
		Track Modified	M
		Volleyball JV	G
		Aquatics Director – Fall	
		Aquatics Director – Spring	
		Cheerleading JV – Football	
		Cheerleading JV – Basketball	
<u>Level II</u>		<u>Level V</u>	
Soccer	B	Baseball Modified	B
Soccer	G	Basketball Modified (3)	B
Swimming	B	Basketball Modified (2)	G
Swimming	G	Golf	B
Track	M	Soccer Modified	B
Wrestling	B	Soccer Modified	G
Baseball	B	Softball Modified	G
Softball	G	Swimming Modified	B
Lacrosse	B	Swimming Modified	G
Lacrosse	G	Track Modified Asst. (2)	M
Volleyball	G	Wrestling Modified	B
Field Hockey	G	Cross Country Modified	M
		Field Hockey Modified	G
		Volleyball Modified	G
		Indoor Track Asst.	M
		Tennis Modified	B
		Tennis Modified	G
		Lacrosse Modified	B
		Lacrosse Modified	G
<u>Level III</u>			
Basketball JV	B		
Basketball JV	G		
Football V Asst. (3)	B		
Football JV	B		
Indoor Track	M		
Bowling	M		
Tennis	B		
Tennis	G		
Wrestling JV	B		
Cheerleading V – Football			
Cheerleading V – Basketball			
<u>Code:</u>			
B – Boys			
G – Girls			
M – Mixed			

If the coach's season extends beyond the first sectional game, then the coach shall be compensated for additional work at the rate of one hundred dollars (\$100) per week pro-rated for as many weeks as the season continues.

APPENDIX B - EXTRA PAY FOR EXTRA WORK (CONTINUED)

B. MUSIC

	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>
Level I	\$4,456.74	\$4,456.74	\$4,588.21
Level II	\$3,289.04	\$3,289.04	\$3,386.07
Level III	\$2,598.18	\$2,598.18	\$2,674.83
Level IV	\$2,298.52	\$2,298.52	\$2,366.33
Level V	\$1,965.58	\$1,965.58	\$2,023.56
Level VI	\$1,719.43	\$1,719.43	\$1,770.15
Level VII	\$1,422.16	\$1,422.16	\$1,464.11
Level VIII	\$593.49	\$593.49	\$611.00
Level IX	\$297.28	\$297.28	\$306.05

Level I

HS Marching Band

Level II

HS Chorus

HS Concert Band

HS Orchestra

HS Marching Band Asst.

HS Musical Director

MS Musical Director

Level III

HS Color Guard

HS Winterguard

HB Musical Director

MM Musical Director

Level IV

HS Jazz Band

HS Technical Director

HS Asst. Musical Director

MS Asst. Musical Director

Level V

MS Band

MS Chorus 7 & 8

MS Orchestra

Level VI

HB Asst. Musical Director

MM Asst. Musical Director

HS Pep Band

Level VII

MS Band Grade 6

MS Orchestra Grade 6

MS Chorus Grade 6

HB Band

HB Orchestra

HB Chorus Grades 4 and 5

HB Chorus Grade 3

MM Band

MM Orchestra

MM Chorus

HS Madrigals

MS Jazz Band

MS Select Chorus

HS Assistant Pep Band

Level VIII

MS Technical Director

Level IX

HB Musical Technical Director

MM Musical Technical Director

APPENDIX B - EXTRA PAY FOR EXTRA WORK (CONTINUED)

C. CLUBS AND ACTIVITIES

	2013-2014	2014-2015	2015-2016
<u>Senior High</u>			
Action Ecology	\$1,725.37	\$1,725.37	\$1,776.27
Art Club	\$535.64	\$535.64	\$551.44
Class Advisor - Freshman	\$1,619.55	\$1,619.55	\$1,667.33
Class Advisor - Sophomore	\$1,619.55	\$1,619.55	\$1,667.33
Class Advisor - Junior	\$2,386.99	\$2,386.99	\$2,457.41
Class Advisor - Senior	\$2,682.60	\$2,682.60	\$2,761.74
Dramatics (1 Play)	\$4,594.69	\$4,594.69	\$4,730.23
FBLA	\$1,432.86	\$1,432.86	\$1,475.13
Future Teachers of America	\$1,725.37	\$1,725.37	\$1,776.27
Government in Action	\$2,095.19	\$2,095.19	\$2,157.00
Habitat for Humanity	\$535.64	\$535.64	\$551.44
Honor Society	\$1,725.37	\$1,725.37	\$1,776.27
International Club	\$699.19	\$699.19	\$719.82
Key Club / Z Club	\$1,725.37	\$1,725.37	\$1,776.27
Magazine	\$1,579.12	\$1,579.12	\$1,625.70
Math Competitions (4)	\$1,542.26	\$1,542.26	\$1,587.76
Mock Trial	\$2,097.57	\$2,097.57	\$2,159.45
Newspaper (Min. 5 issues)	\$2,134.44	\$2,134.44	\$2,197.41
SADD / Drug Quiz	\$1,725.37	\$1,725.37	\$1,776.27
Scholarship Challenge	\$535.64	\$535.64	\$551.44
Science Olympiad*			
One [1] Head Coach/Bldg.)			
*Begin of Season to Regionals	\$3,272.94	\$3,272.94	\$3,369.49
* Regionals to States	\$2,727.45	\$2,727.45	\$2,807.91
* States to Nationals	\$2,727.45	\$2,727.45	\$2,807.91
Ski Club (HS/MS)	\$2,159.45	\$2,159.45	\$2,222.69
Student Council	\$2,866.91	\$2,866.91	\$2,951.48
Varsity Club (Boys)	\$862.09	\$862.09	\$887.52
Varsity Club (Girls)	\$862.09	\$862.09	\$887.52
Yearbook	\$5,736.22	\$5,736.22	\$5,905.44
Odyssey of the Mind	\$1,920.40	\$1,920.40	\$1,977.05
PRIDE Club	\$1,600.52	\$1,600.52	\$1,647.73
Bible Club	\$1,600.52	\$1,600.52	\$1,647.73
Technology Club	\$1,600.52	\$1,600.52	\$1,647.73
<u>Middle School</u>			
Art	\$535.64	\$535.64	\$551.44
Dramatics (1 Play)	\$2,681.42	\$2,681.42	\$2,760.52
French Club	\$581.47	\$581.47	\$598.62
Yearbook	\$1,913.26	\$1,913.26	\$1,969.70
MEMS	\$535.64	\$535.64	\$551.44
Newspaper	\$617.15	\$617.15	\$635.36
SADD / Drug Quiz	\$1,725.37	\$1,725.37	\$1,776.27
Science Olympiad*			
One [1] Head Coach/Bldg.)			
*Begin of Season to Regionals	\$3,272.94	\$3,272.94	\$3,369.49
* Regionals to States	\$2,727.45	\$2,727.45	\$2,807.91
* States to Nationals	\$2,727.45	\$2,727.45	\$2,807.91
Sign Language	\$535.64	\$535.64	\$551.44
Spanish Club	\$581.47	\$581.47	\$598.62
Student Council Advisor	\$2,676.65	\$2,676.65	\$2,775.61
Odyssey of the Mind	\$1,920.40	\$1,920.40	\$1,977.05
Odyssey of the Mind (6 th only)	\$1,636.47	\$1,636.47	\$1,684.74
Club 1	\$1,600.52	\$1,600.52	\$1,647.73

*Assistant Coaches will receive ECIS monies per Building Administrator's approval of hours.

APPENDIX B - EXTRA PAY FOR EXTRA WORK (CONTINUED)

	2013-2014	2014-2015	2015-2016
<u>Elementary</u>			
Odyssey of the Mind (2 at each Elem Sch + 1 for 6 th Grade)	\$1,636.47	\$1,636.47	\$1,684.74
Student Council (Grades 3-5)	\$864.48	\$864.48	\$889.98
School Newspaper (Min. 5 issues)	\$617.15	\$617.15	\$635.36
Morning Program/Think Tank (per position)	\$682.54	\$682.54	\$702.67
<u>District-Wide</u>			
Lead Teachers (See Appendix F)	\$2,259.29	\$2,000.00 (prorated)	\$2,059.00
Intramurals (per session)	\$32.11	\$32.11	\$33.06
Team Leaders 14 positions (per Ldr) EK thru Grade 5 Homer Brink and Maine Memorial			\$2,059.00
Homer Brink Child Study Team Chairpersons 2 positions (per chair)	\$682.55	\$682.55	\$702.68
Maine Memorial Child Study Team Chairperson 1 position (per chair)	\$682.55	\$682.55	\$702.68
School Psychologist Chairperson preparation and attendance at Committee on Special Education meetings (per CSE meeting)	\$89.19	\$89.19	\$91.82

Board approved support teacher such as, but not limited to Literacy Trainers, Math Support Teachers, etc., shall be paid one hundred fifty dollars (\$150) for each approved presentation during the 2013-2014 and 2014-2015 school years. Board approved support teacher such as, but not limited to Literacy Trainers, Math Support Teachers, etc., shall be paid one hundred fifty-four dollars and forty-two cents (\$154.42) for each approved presentation during the 2015-2016 school years. (Minimum of two [2] hours.)

Examples of minimum two (2) hour presentations include, but are not limited to; presentations on early release days, Superintendent Conference Days, staff development days or roll through presentations, and outside conferences with the approval of the Superintendent of Schools.

APPENDIX B – EXTRA PAY FOR EXTRA WORK (CONTINUED)

Per Hour Rate Activities (Contract pages 22-23)

Camp Spartan
 Conferences and Workshops after school day or during summer
 Early Intervention Meetings
 Evening Art Show
 Family Life Presentation at night
 Family Math Night
 Family Science Night
 FAST at MEMS, after school day
 Home Instruction
 Kindergarten Screening
 Maine Memorial Kindergarten Kickoff
 New Entrant Testing
 New Teacher Orientation Presenters
 Non-Regular Coaching
 Parenting Group after Hours
 Nexus, Inclusion, CSE Meetings after school day or summer

Parent Information Sessions
 Parent Orientation
 Part-time People covering for another teacher or attending a faculty meeting
 PTA Presentation
 SAT Prep Course
 Service Provider Night
 Social Worker in Summer
 SOFT
 Special Education/Speech Testing
 Story Hour
 Study Skills Presentation
 Summer Curriculum work
 Summer School Instruction
 Title I Meeting
 Toddlers' Night Out
 Variety Show/Talent Show Advisors

ECIS Rate (Contract pages 33 & 34)

Bus Trips to NYC, Washington, DC etc.
 Chaperones at Dances (including non-instructional)
 Chaperoning at Roller Skating Events
 Drug Quiz Preparation After Hours
 Intramural Weight Room Supervision
 Judging Art Exhibit
 Kopernik Night Trips
 Science Fair
 Section IV Volleyball Tournament
 Section IV Badminton and Table Tennis Tournament
 Star Lab after school day
 Variety Show/Talent Show Workers

AED Training - When Offered - 2013-2014	\$50.00
2014-2015	\$50.00
2015-2016	\$51.48

Per Hour Rate Activities

*Summer School Instructors who are members of the Association and who are working in the Summer School program in which Maine-Endwell students participate will be compensated for the difference between the established Summer School hourly salary and the hourly salary paid by the District, in a single payment following the conclusion of Summer School.

Other – Per Diem

Guidance counselors during summer
 Psychologists during summer
 Library Media Specialists during summer (Max. of 10 days at principal's request)
 Mentor during summer (15 days)
 ISTs during summer (5 days)

Flat Rate

Flat Rates Schedule

Accompanist per approved event (per day) – not including stipend positions	2013-2014	\$30.55
Chaperones at School Plays	2014-2015	\$30.55
Concert Supervision/Elementary	2015-2016	\$31.45
Elementary Musical/Drama Rehearsal Supervision		

APPENDIX C - COMPENSATION FOR LONG-TERM AND EXTENDED* SUBSTITUTES

- A. A long-term substitute is defined as a substitute teacher who is employed in place of a regular appointed teacher who is absent for a semester or more due to a leave of absence. Long-term substitutes shall be paid as follows:

2013-2014	\$241.00 per day
2014-2015	\$241.00 per day
2015-2016	\$262.00 per day

No credit shall be given for experience or educational hours or degrees.

No tenure or reserved rights may be accrued by long-term substitutes.

- B. The following Articles of this Agreement do not apply to long-term substitutes:

Article I	Transfers
Article X	Observation/Evaluation & Records (In relation to long-term substitutes serving less than ten consecutive months.)
Article XII (I)	Leave of Absence for Association Days
Article XVII (A)	Salary
Article XVII (D)	Part-time Teachers
Article XIX (F)	Sick Bank
Article XIX (G)	Sick Leave Incentive
Article XIX (H)	Short-term Leave
Article XIX (I)	Long-term Leave
Article XX (A)	Differential
Appendix A	Salary
Appendix D	Stabilization
Appendix F	Lead Teachers

- C. EXTENDED SUBSTITUTE

An extended substitute is defined as a substitute teacher who is employed on a day-to-day basis in place of a regular appointed teacher who is absent ten (10) or more consecutive teacher attendance days but less than a long term leave of a semester or more.

After ten (10) consecutive** days of employment for a regular appointed teacher, the extended substitute teacher's salary will be compensated, retroactive to the start of the ten (10) days, at the rates listed below.

* State Education Department title for this position is "Itinerant" Substitute.

****The Superintendent or his/her designee may allow an interruption in the consecutive days due to an absence(s) for an excused reason.**

The information pertaining to the expected absence, due to illness, of the teacher shall be communicated to the Personnel Administrator in writing or orally with written certification following immediately. If a new person is not appointed within three (3) consecutive teacher attendance days of the notification to the Personnel Administrator of the expected absence then the person serving in that assignment will be paid at the extended substitute rate. The person shall be paid at the rate indicated below from the time of effected date as established in writing by the Personnel Administrator.

2013-2014	\$170.00 per day
2014-2015	\$170.00 per day
2015-2016	\$185.00 per day

No benefits other than salary may be received; no credit shall be given for experience or educational hours or degrees; no tenure or reserve rights may be accrued; no other term or condition enjoyed in Association Agreement will be granted to the extended substitute. When used in this paragraph the word benefits shall include Transfers, Observation/Evaluation and Records, Leave of Absence for Association Designee, Salary, Health Insurance, Dental Insurance, Part-Time Teachers, Sick Bank, Sick Leave Incentive, Short-term Leave, Long-term Leave, Differential, Tenure Personnel Inventory, Statement of Stabilization, Personal Business Leave, Religious Observation, and Bereavement Leave.

An extended substitute shall have a valid New York State certification in the assignment area. An extended substitute can be terminated immediately upon notice.

In the case of a substitute who is a retired employee of the District (teacher, counselor, psychologist, therapists etc.), the daily salary will be ten dollars (\$10) more than that established by contract for non-former employees.

APPENDIX D – STATEMENT OF STABILIZATION

The Parties agree that:

1. The District will not take action to abolish positions that at the time of such action would result in less than one hundred fifty-nine and four-tenths (159.4) full-time equivalent teachers.
2. The District is not required to replace a teacher who leaves as a result of resignation, retirement, 3020-a disciplinary proceeding, probation termination, leave of absence, or death. Further, the District is not required to sustain a teaching position as a result of reduction or retrenchment of program.
3. If as a result of the above, the District does not have an available position for a teacher in either the teacher's given tenure area and/or area of certification, the District has the right to move a teacher to another tenure area and/or area of certification or instructional or supervisory duty. The District, Association and the teacher shall jointly apply, if necessary, to the Education Department for a certificate of default. That teacher will be reassigned by the District to the first opening that exists in the teacher's tenure area and/or area of certification.

APPENDIX E - ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR)

It is the purpose of this document to provide a format and process for the annual review of professional performance. This document separately provides for the evaluation of both tenured and non-tenured staff members.

The goal of this process is to improve student achievement by improving instruction and maintaining excellence. Non-tenured staff will be evaluated using the included rubric. Tenured staff choosing a traditional observation will also have their performance evaluated using the rubric. The rubric contains eight (8) standards of effective teaching as determined by the State Education Department. For each of the eight (8) standards, performance indicators used to assess growth towards and achievement of those standards is included. Each performance indicator has four (4) labels that are used to indicate level of performance. Each performance indicator will be assessed indicating the degree to which it was observable or measurable relative to the lesson.

Although a staff member is responsible for all of the standards, as a result of an observation, the administrator and the professional staff member will focus on no more than two (2) areas that might need immediate attention.

Non-tenured staff will be observed in the traditional classroom observation model with the frequency established in the Association contract. Tenured staff will have an opportunity to choose an option to the traditional classroom observation. However, tenured staff whose previously observed performance would indicate a need for assistance may have options for evaluation withdrawn by the building administrator.

Non-tenured teachers will be observed by at least two (2) administrators during the course of the school year. Ordinarily, one (1) administrator will do two (2) of three (3) observations.

Non-tenured staff whose performance falls in the "needs improvement" box will be expected, with due direction and assistance from the administration, to show evidence of progress in succeeding observations.

In the spirit of professional growth and collaboration, non-tenured staff members are encouraged to share these observations with their union representatives.

Tenured staff who choose the traditional classroom observation are expected to maintain a minimum level of "proficient" and, where indicated, "progressing" for any performance indicator needing improvement.

PROGRESSION OF EVENTS IN OBSERVATION/EVALUATION PROCESS

1. Pre-observation form sent to teacher and dates established for pre-observation conference and the observation. Under no circumstance will a pre-observation conference for a non-tenured teacher be held on the same day as the observation of that teacher.
2. Teacher completes pre-observation sheet and submits it to the administrator.
3. Administrator and teacher meet to:
 - A. Discuss goals and objectives,
 - B. Review long-range planning (teacher plan book as source),
 - C. Review pertinent material for lesson to be observed.
4. Lesson and administrative observation occur.
5. Administrator completes Criteria, Rubric, and "Administrative Comments" section and forwards to teacher.
6. Teacher completes "Teacher Comments" section with reflections/comments and returns to Administrator.
7. Post-observation meeting will occur following the completion of both comment sections to:
 - A. Discuss reflections/comments,
 - B. Focus areas for professional growth, chosen by the administrator,
 - C. Collaboratively set activities and target dates.
8. Signatures and filing of observation/evaluation packet is to be completed.

Current APPR forms can be found on the District U-Drive.

Note: The time frame for completion of the observation process will not exceed twelve (12) school days from the date of the observation to the date of the signing of the completed observation form by the teacher and observer. Teachers will be able to respond, in writing, within five (5) days of signing the observation report.

Tenured staff members who wish, may choose the following option instead of a traditional classroom observation:

Self-Directed Option

A tenured staff member may choose to work independently on a program of professional growth. In the Self-Directed Option, the individual follows a plan relating to one or more of the specific skills of criteria established by the State Education Department: Content Knowledge, Preparation, Instructional Delivery, Classroom Management, Staff Development, Student Assessment, Collaboration and Reflective Practices.

Following a self-assessment of the individual's professional needs, each tenured staff member choosing this option will work cooperatively with his/her supervising administrator to establish goals, expectations, and conditions relating to fulfillment of the Self-Directed Option.

Steps:

1. Goal Setting

October 15: A written notification to the building principal indicating that the teacher wishes to choose the Self-Directed Option and has listed the goal and a few strategies on the attached goal sheet.

2. Progress Assessment

- (a) February 1: Mid-year progress meeting using the accompanying sheets that match the teacher's selected criteria
- (b) May 15: Teacher should submit paperwork, which includes successes, challenges, learnings, and implications. (Use page 16)
- (c) Before last day of school: Year-end meeting with staff member and building administrator for final paperwork.

Current forms for the Self Directed Option can be found on the District U-Drive.

APPENDIX F – LEAD TEACHERS/TEAM LEADERS

The Lead Teacher shall assist in the following duties and in any other that the Association President and the Superintendent will mutually agree upon.

- Alignment of the local curricula with the state standards
- Facilitate the development of local assessments
- Coordination of the appropriate discussions on Superintendent's Conference Days (SCDs)
- Coordination of appropriate discussions on Early Release Days (ERDs)
- Dissemination of curriculum instruction information to subject area teachers
- Reporting subject area concerns to the Director or K-12 Instruction
- Coordination of budgeting information

During 2014-2015 and 2015-2016, the following Lead Teachers will be reinstated and will receive a stipend annually. The stipend in 2014-2015 shall be pro-rated based on time served in the position. This stipend will increase along with all stipends in Appendix B as per this Agreement.

Letters of interest will be submitted to the building principal on or prior to the last day of teacher attendance in June. Lead Teachers will be appointed upon approval of the building administrator, the recommendation of the Superintendent, and approval of the Board of Education.

For secondary grades, one (1) position of Lead Teacher will be designated in each of the following areas:

English Language Arts 6-8/Reading
English Language Arts 9-12/Reading
Mathematics 6-8
Mathematics 9-12
Science/Family & Consumer Science 6-8
Science 9-12
Social Studies/Library 6-8
Social Studies/Library 9-12
Special Education 6-8/Speech
Special Education 9-12/Speech
Technology Integration 6-8
Technology Integration 9-12

In addition, one (1) Lead Teacher position will be created in each of the following areas District-wide:

Language Other Than English (LOTE)
Music
Art
Technology/Business
Guidance Counselor/Social Worker/Psychologist/ESL
Physical Education/Health 6-12
Special Education/ Speech/ K-5
Technology Integration K-5

TEAM LEADERS

The Team Leader shall assist in the following duties and in any other that the Association President and the Superintendent will mutually agree upon.

- Alignment of the local curricula with the state standards
- Facilitate the development of local assessments
- Coordination of the appropriate discussions on Superintendent's Conference Days (SCDs)
- Coordination of appropriate discussions on Early Release Days (ERDs)
- Coordination of budgeting information (Middle School, High School, Art and Music only)
- Serve as the liaison and increase communication between the building administrators and the grade level team
- Help with the construction of the building schedule

During the last two (2) years of this Agreement, Team Leaders will be re-instated and will receive a stipend of two thousand dollars (\$2,000) annually (the compensation allotted in year number 2 of this Contract will be pro-rated based on time served in the position). This stipend will increase along with all stipends in Appendix B as schedule per this Agreement.

One (1), or no more than two (2), returning grade level teacher(s) will hold the position for the entire school year.

Letters of interest will be submitted to the building principal on or prior to the last day of teacher attendance in June. Team leaders will be appointed upon approval of the building administrator, the recommendation of the Superintendent, and approval of the Board of Education.

	MM	HB
EK-K	1	1
Grade 1	1	1
Grade 2	1	1
Grade 3	1	1
Grade 4	1	1
Grade 5	1	1
	6	6

Teaching Assistants shall be regarded as a member of the area to which they are assigned.

In the event no bargaining unit member applies for a Lead Teacher or Team Leader position, as specified herein, the District will distribute a second posting of unfilled positions.

Team Leaders and Grades 6-12 Lead Teachers will report to their Building Principal. District-wide Lead Teachers will report to the Director of K-12 Instruction. All assignments/meetings and coordination of activities will be done through their designated supervisor.

Further responsibilities assigned to the Lead Teacher and Team Leader will be contingent on mutual agreement, in writing, by both the Association President and the Superintendent of Schools, and any increases in responsibilities may be subject to further compensation per the Collective Bargaining Agreement. All tenured applicants should be considered for the role of Lead Teacher or Team Leader. Rotation of the position within each Department/Grade Level should be considered a "best practice".

APPENDIX G - PROFESSIONAL DEVELOPMENT FOR TEACHERS

Continuous Training

Both the Association and the District support the principle of continuous training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, and participation in community educational projects.

Workshops/In-Service

Teachers are encouraged to attend workshops and in-service activities to provide opportunities for growth in their field. Opportunities for growth will be provided regularly throughout the year by the District in the form of Superintendent's Days, best practices meetings, faculty meetings, and department /grade level meetings, etc. In addition, whenever possible, the District will support the attendance of individuals to conferences.

Additional training in the form of workshops attended by the teacher will receive compensation onto the teacher's base salary as outlined below:

1. All compensation will be based on approval of the training. Upon completion of the training, individuals requesting approval for compensation credit will complete the appropriate request form. A committee consisting of one (1) representative of the Teachers' Association, and one (1) representative of the Administration will determine approval.
2. In-service training involving District paid stipends, salaries, charges or release from duty time are not eligible for in-service credit.
3. Units of credit are the equivalent of hours of approved educational preparation for salary purposes.
4. Approved education preparation courses include, but are not limited to, classes through the Broome-Tioga BOCES Teacher Center, other regional Teacher Centers, and/or conferences attended during weekends or days when school is not in attendance.
5. Recognition of units of credit will be as follows: each six (6) clock hours equal one (1) unit of credit. A total of six (6) in-service credits will earn two hundred dollars (\$200) increase in base salary.
6. Teachers applying for in-service training credit must have had at least eighty percent (80%) attendance in the approved training program.

7. Individuals will only receive one (1) two hundred dollar (\$200) increase in any three (3) year period. However, it is understood that they may still continue to accumulate time toward future increases in the intervening time.
8. In the case of college level courses, with prior approval from the District Committee, for which a teacher is not using for completion of BA + 15, MA, MA + 30, or PhD, or similar Degree, successful completion of one (1), three (3) or four (4) credit college course will complete the hours necessary for the six (6) in-service credits; however, no time beyond the six (6) in-service credits may be claimed for any single course.

Current forms can be found on the District U-Drive.

APPENDIX H - HOMER BRINK AND MAINE MEMORIAL MORNING PROGRAM AND HOMER BRINK THINK TANK

The Maine-Endwell Teachers' Association and the Superintendent of Schools of the Maine-Endwell Central School District mutually agree to the creation of Morning Program Coordinator(s) in each of the Elementary Schools, Homer Brink and Maine Memorial and for Homer Brink "Think Tank". This will also allow compensation for Committee members, who in addition to the Coordinator(s), will be responsible for the planning and implementation of the Morning Program or Think Tank in their respective Elementary buildings.

Summer Planning Provisions Per Building

- Purpose - To plan a yearlong overview and calendar of planned activities of the Morning Program or Think Tank for the building.
- One (1), or no more than two (2), Coordinator(s) per program; one (1) Homer Brink Morning Program, one (1) Homer Brink Think Tank and one (1) Maine Memorials Morning Program.
- Up to six (6) Committee members to work with the Coordinator(s).
- Two (2) summer work days, totaling no more than ten (10) hours per Committee participant.

Student School Year Planning, Provisions Per Building

- Purpose -
 - Effectively implement summer work plans for Morning Program/Think Tank.
 - Coordinate/adjust needs and make specific plans for continuation of the program throughout the school year.
- Up to eight (8) planning sessions of three and three-quarters (3.75) hours each, exact dates to be decided during summer planning and adjusted by Coordinator(s) as needed.
- Up to six (6) Committee planners, in addition to the Coordinator(s), to meet during each of the planning sessions.
- Committee participants at each of the school year planning sessions may rotate dependent on the needs of the building program. It is expected that the Coordinator(s) will be in attendance at each of the planning sessions.

Compensation

- Coordinator stipend is listed in Appendix B. In the case of two (2) Coordinators, shared position, the stipend will be equally divided between the two (2) Coordinators.
- Committee participants, and the Coordinator(s), will receive summer compensation at the per hour rate as stipulated in the contract.
- Time compensation during the school year will be provided through substitute coverage for the meetings noted above.

Posting of the position of Morning Program/Think Tank Coordinator will follow the Maine-Endwell Teachers' Association contract procedures.

Tenured teachers who are interested in being considered for the position should forward a brief letter to the office of the Superintendent of Schools and his/her Building Principal. The letter should include a brief explanation of why he/she is interested in being the Coordinator. The Building Principals will review the letters of interest and make a recommendation to the Superintendent. The position will be subject to Board of Education approval.

Coordinator(s) of Morning Program/Think Tank will report to their Building Principal.

APPENDIX I

MEMORANDUM OF AGREEMENT - 12:1:1 & 15:1:1 TEACHERS SECONDARY LEVEL

MEMORANDUM OF AGREEMENT

THIS IS AN AGREEMENT entered into by and between the Maine-Endwell Central School District (the "District") and the Maine-Endwell Teachers Association (the "Association"), collectively referred to herein as the Parties.

WHEREAS, the Parties have engaged in collective negotiations regarding the provisions of Article VIII, Paragraph G of their current Collective Bargaining Agreement; and

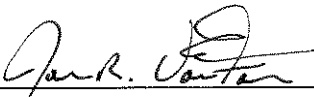
WHEREAS, the Parties have reached a resolution to this matter, were fully represented in such deliberations, and had all the terms and conditions herein contained thoroughly explained and fully understand the meaning thereof; and

NOW THEREFORE, in consideration of the mutual undertakings and covenants herein contained, the Parties stipulate and agree as follows:

1. This Agreement is effective from the date of execution and shall fully expire and sunset on June 30, 2016.
2. This Agreement shall apply only to the following teachers:
 - a. 12:1:1 and 15:1:1 teachers at the secondary level;
 - b. who are scheduled to teach six (6) classes or sections;
 - c. where 50% or more of those classes are in an academic core area (defined as ELA, Math, SS or Science); and
 - d. are assigned a scheduled duty.
3. The Parties agree that teachers who meet the criteria set forth in item number 2 of this Agreement shall receive an annual stipend of ten percent (10%) of the starting teacher salary as compensation in any year of this Agreement where each of the criteria have been met. This stipend shall not be added to the base salary.
4. The Association has reviewed the contents of this Agreement and has approved the terms and conditions set forth herein.
5. This Agreement shall represent the full and complete agreement between the Parties and can only be modified in writing by the Parties.

IN WITNESS WHEREOF, the Parties have hereto set their hands and seals on the day and date written below.

FOR THE DISTRICT



Jason Van Fossen
Superintendent of Schools

12-10-2015

Date

FOR THE ASSOCIATION



Melissa Spierling
META President

12-10-15

Date

APPENDIX J

MEMORANDUM OF AGREEMENT - RETROACTIVE COMPENSATION FOR 2013-2014 HIRES

MEMORANDUM OF AGREEMENT

THIS IS AN AGREEMENT entered into by and between the Maine-Endwell Central School District (the "District") and the Maine-Endwell Teachers Association (the "Association"), collectively referred to herein as the Parties.

WHEREAS, the Parties have engaged in collective negotiations regarding the Salary Provisions of the July 1, 2013 through June 30, 2016 Collective Bargaining Agreement as they pertain to bargaining unit members Ernest Backus, Angela Harvey, Amanda Bowen, Rachel Moses and Marcia Samiani during the 2013-2014 school year; and

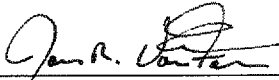
WHEREAS, the Parties have reached a resolution to this matter, were fully represented in such deliberations, and had all the terms and conditions herein contained thoroughly explained and fully understand the meaning thereof; and

NOW THEREFORE, in consideration of the mutual undertakings and covenants herein contained, the Parties stipulate and agree as follows:

1. The aforementioned individuals will not be entitled to the retroactive compensation due and payable to continuing employees as referenced in the July 1, 2013 through June 30, 2016 Collective Bargaining Agreement.
2. However, the aforementioned individuals will be entitled to have their 2013-2014 salaries recalculated and will be eligible to receive the five hundred dollars (\$500) increase negotiated in starting salaries for the 2013-2014 school year.
3. In addition to the forgoing, these individuals will receive a one-time addition to their salary of one hundred seventy-two dollars (\$172), retroactive to July 1, 2013 to cover the increase cost of health insurance. This one hundred seventy-two dollars (\$172) increase will become a permanent part of their compensation.
4. During the second and third year of the July 1, 2013 through June 30, 2016 Collective Bargaining Agreement these individuals will be eligible to receive the wage increases negotiated for continuing employees of the Maine-Endwell School District in accordance to the Contract.
5. The Association has reviewed the contents of this Agreement and has approved the terms and conditions set forth herein.
6. This Agreement shall represent the full and complete Agreement between the Parties and can only be modified in writing by the Parties.

IN WITNESS WHEREOF, the Parties have hereto set their hands and seals on the day and date written below.

FOR THE DISTRICT

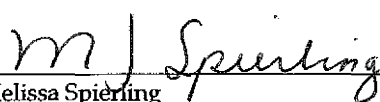


Jason Van Fossen
Superintendent of Schools

12-10-2015

Date

FOR THE ASSOCIATION



Melissa Spiering
META President

12-10-15

Date

APPENDIX K

MEMORANDUM OF AGREEMENT - GRANDFATHERED RETIREE HEALTH INSURANCE

MEMORANDUM OF AGREEMENT

THIS IS AN AGREEMENT entered into by and between the Maine-Endwell Central School District (the "District") and the Maine-Endwell Teachers Association (the "Association"), collectively referred to herein as the Parties.

WHEREAS, the Parties have engaged in collective negotiations regarding the provisions of Article XVIII, Paragraph A of their current Collective Bargaining Agreement; and

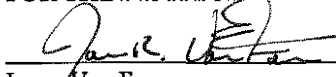
WHEREAS, the Parties have reached a resolution to this matter, were fully represented in such deliberations, and had all the terms and conditions herein contained thoroughly explained and fully understand the meaning thereof; and

NOW THEREFORE, in consideration of the mutual undertakings and covenants herein contained, the Parties stipulate and agree as follows:

1. This Agreement is effective from the date of its execution.
2. This Agreement shall apply only to the following teachers who retired or will retire during the 2013-2014 school year (a. below), 2014-15 school year (b. below) and 2015-2016 school year (c. below);
 - a. John Perricone, Virginia Barren and Kevin Wagstaff,
 - b. Annette Burke, Deb Holman, Mary Materese and
 - c. Any and all individuals retiring during the 2015-2016 school year.
3. The Parties agree the teachers' referenced in item number 2 of this Agreement shall receive retiree health care benefits from the School District in accordance with the cost provision of this Agreement and not in accordance to the cost provisions of the successor Agreement negotiated subsequent to the expiration of the 2008-2013 Collective Bargaining Agreement. These rates will be frozen at a flat dollar amount for the duration of their retirement. The fixed flat dollar contribution amount applicable to the teachers in Section 2 a. will be either one thousand eight hundred forty-seven dollars (\$1,847) for a family plan or seven hundred forty-four dollars (\$744) for an individual plan. The fixed flat dollar contribution amount applicable to the teachers in Section 2 b. will be either one thousand nine hundred seventy-three dollars (\$1,973) for a family plan or seven hundred ninety-five dollars (\$795) for an individual plan. The fixed flat dollar contribution amount applicable to the teachers in Section 2 c. will be either two thousand one hundred dollars (\$2,100) for a family plan or nine hundred fourteen dollars (\$914) for an individual plan.
4. The Association has reviewed the contents of this Agreement and has approved the terms and conditions set forth herein.
5. This Agreement shall represent the full and complete agreement between the Parties and can only be modified in writing by the Parties.

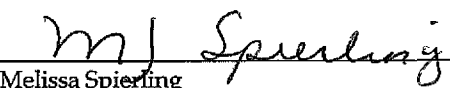
IN WITNESS WHEREOF, the Parties have hereto set their hands and seals on the day and date written below.

FOR THE DISTRICT


Jason Van Fossen
Superintendent of Schools

12-10-2015
Date

FOR THE ASSOCIATION


Melissa Spiering
META President

12-10-15
Date

APPENDIX L

HEALTH INSURANCE SIDE LETTER OF CLARIFICATION

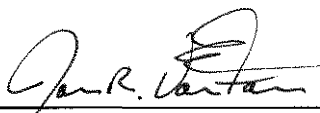
LETTER OF CLARIFICATION

The purpose of this letter is to provide clarification to the recent change made to the health insurance provisions of the Maine-Endwell Teachers Association contract. The Parties agree that upon the expiration of the 2013-2016 Collective Bargaining Agreement, if a successor agreement is not entered into prior to July 1, 2016, that the contribution rate for Maine-Endwell Teachers Association members toward the annual health insurance premium shall be the lesser of either eleven percent (11%) of the cost of a family plan or two thousand one hundred dollars (\$2,100) and/or eleven percent (11%) of the cost of an individual plan or nine hundred fourteen dollars (\$914).

The Parties further agree that upon reaching a successor Collective Bargaining Agreement to the 2013-2016 contract the cap of two thousand one hundred dollars (\$2,100) or nine hundred fourteen dollars (\$914) shall sunset and be eliminated, and Maine-Endwell Teachers Association members shall pay a minimum of eleven percent (11%) toward their annual health insurance premium.

IN WITNESS WHEREOF, the Parties have hereto set their hands and seals on the day and date written below.

FOR THE DISTRICT

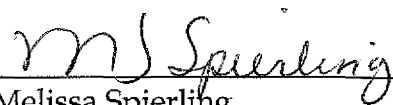


Jason Van Fossen
Superintendent of Schools
Maine-Endwell Central School District

12-10-2015

Date

FOR THE ASSOCIATION



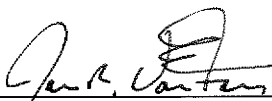
Melissa Spierling
Association President
Maine-Endwell Teachers Assn.

12-10-15

Date

SIGNATURES


FOR THE MAINE-ENDWELL CENTRAL SCHOOL DISTRICT



Jason Van Fossen
Superintendent of Schools

12-10-2015
Date

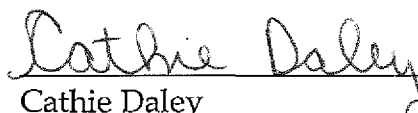
FOR THE MAINE-ENDWELL TEACHERS' ASSOCIATION



Melissa Spierling
Association President

12-10-15
Date

Appropriate Resolution under Section 204a of the Taylor Law Passed by Board of
Education on Feb. 26, 2015.



Cathie Daley
Clerk, Board of Education

12-9-15
Date

